

500 CDs OA—

1563  
Christina  
Salmon

B104 (FORM 104) (08/07)

<b>ADVERSARY PROCEEDING COVER SHEET</b> (Instructions on Reverse)		<b>ADVERSARY PROCEEDING NUMBER</b> (Court Use Only)
<b>PLAINTIFFS</b> <small>Lehman Brothers bankruptcy and/or 3109 King St. Property Management 394717/388883 Robert Eberwein and/or mortgage defaults, unlawful detainers filed nationwide involving transfer of property in the attached court documents from Solano, Marin, Alameda, Contra Costa, Los Angeles, Sacramento, nationwide by non-appearing certificate holders due to sworn declarations signed by debt collector attorneys with no standing to sue.</small>	<b>DEFENDANTS</b> Attorney Generals predatory lenders attorneys of record special appearing for debt collectors - see attached attached state court actions - Supreme Court, Court of Appeals, multi-district litigation 08-13555	
<b>ATTORNEYS (Firm Name, Address, and Telephone No.)</b> for each class action participant in removed actions will be filing motions for substitution of counsel and motions to avoid judicial liens and trustee sales.	<b>ATTORNEYS (If Known)</b> <small>Miles Bauer, Bergstrom, Winters, Ryan Stocking ( )          Pite Duncan LLP 4735 Jutland, San Diego, CA ( )          Sara Kistler USDOJ Region 17 ( )          Special Appearing Attorneys for REO's appearing as attorneys of record for the trustees on the bond securitization packages. Glen N. Navis, John Dubois, Alameda County Counsel - Raymond Lara</small>	
<b>PARTY (Check One Box Only)</b> <input checked="" type="checkbox"/> Debtor <input type="checkbox"/> U.S. Trustee/Bankruptcy Admin <input type="checkbox"/> Creditor <input type="checkbox"/> Trustee <input type="checkbox"/> Other	<b>PARTY (Check One Box Only)</b> <input checked="" type="checkbox"/> Debtor <input type="checkbox"/> U.S. Trustee/Bankruptcy Admin <input type="checkbox"/> Creditor <input type="checkbox"/> Trustee <input type="checkbox"/> Other	
<b>CAUSE OF ACTION (WRITE A BRIEF STATEMENT OF CAUSE OF ACTION, INCLUDING ALL U.S. STATUTES INVOLVED)</b> See USDOJ Attorney Karen P. Hewitt conviction for public official participation in unlawful taking of money. See attached. Engaging in Monetary Transaction in Property Derived from Specified Unlawful Activities in violation of Title 18, United States Code, Section 1957. Also 11 USC 362 through 1300 et seq and the SEC.		
<b>NATURE OF SUIT</b> (Number up to five (5) boxes starting with the lead cause of action as 1, first alternative cause as 2, second alternative cause as 3, etc.)		
<b>FRBP 7001(1) – Recovery of Money/Property</b> <input type="checkbox"/> 11 - Recovery of money/property - § 542 turnover of property <input type="checkbox"/> 12 - Recovery of money/property - § 547 preference <input checked="" type="checkbox"/> 13 - Recovery of money/property - § 548 fraudulent transfer <input type="checkbox"/> 14 - Recovery of money/property - other  <b>FRBP 7001(2) – Validity, Priority or Extent of Lien</b> <input checked="" type="checkbox"/> 21 - Validity, priority or extent of lien or other interest in property  <b>FRBP 7001(3) – Approval of Sale of Property</b> <input type="checkbox"/> 31 - Approval of sale of property of estate and of a co-owner - § 363(h)  <b>FRBP 7001(4) – Objection/Revocation of Discharge</b> <input type="checkbox"/> 41 - Objection/revocation of discharge - § 727(c), (d), (e)  <b>FRBP 7001(5) – Revocation of Confirmation</b> <input type="checkbox"/> 51 - Revocation of confirmation  <b>FRBP 7001(6) – Dischargeability</b> <input type="checkbox"/> 66 - Dischargeability - § 523(a)(1), (14), (14A) priority tax claims <input checked="" type="checkbox"/> 62 - Dischargeability - § 523(a)(2), false pretenses, false representation, actual fraud <input type="checkbox"/> 67 - Dischargeability - § 523(a)(4), fraud as fiduciary, embezzlement, larceny (continued next column)	<b>FRBP 7001(6) – Dischargeability (continued)</b> <input type="checkbox"/> 61 - Dischargeability - § 523(a)(5), domestic support <input type="checkbox"/> 68 - Dischargeability - § 523(a)(6), willful and malicious injury <input type="checkbox"/> 63 - Dischargeability - § 523(a)(8), student loan <input type="checkbox"/> 64 - Dischargeability - § 523(a)(15), divorce or separation obligation (other than domestic support) <input type="checkbox"/> 65 - Dischargeability - other  <b>FRBP 7001(7) – Injunctive Relief</b> <input checked="" type="checkbox"/> 71 - Injunctive relief - imposition of stay <input type="checkbox"/> 72 - Injunctive relief - other  <b>FRBP 7001(8) – Subordination of Claim or Interest</b> <input type="checkbox"/> 81 - Subordination of claim or interest  <b>FRBP 7001(9) – Declaratory Judgment</b> <input type="checkbox"/> 91 - Declaratory judgment  <b>FRBP 7001(10) – Determination of Removed Action</b> <input checked="" type="checkbox"/> 01 - Determination of removed claim or cause  <b>Other</b> <input type="checkbox"/> SS-SIPA Case - 15 U.S.C. §§ 78aaa et. seq. <input type="checkbox"/> 02 - Other (e.g. other actions that would have been brought in state court if unrelated to bankruptcy case)	
<input checked="" type="checkbox"/> Check if this case involves a substantive issue of state law	<input checked="" type="checkbox"/> Check if this is asserted to be a class action under FRCP 23	
<input checked="" type="checkbox"/> Check if a jury trial is demanded in complaint	Demand \$	
Other Relief Sought An accounting of the transfer to the new loan servicer and actual bond securitization trust account on the date of default.		

Recording requested by:  
LPS Default Title & Closing

20 When Recorded Mail To:  
NDEx West, L.L.C.  
15000 Surveyor Boulevard, Suite 500  
Addison, Texas 75001-9013



2009014685

OFFICIAL RECORDS OF  
SONOMA COUNTY  
JANICE ATKINSON

GENERAL PUBLIC  
02/20/2009 11:07 NTDF  
RECORDING FEE: 14.00  
PAID

3 PGS



DDF20090159902760

Space above this line for Recorder's use only

Trustee Sale No.: 20090159902760

Title Order No.: 090102526-CA-MSI

**IMPORTANT NOTICE  
NOTICE OF DEFAULT AND ELECTION TO SELL UNDER  
DEED OF TRUST**

**IF YOUR PROPERTY IS IN FORECLOSURE BECAUSE YOU ARE BEHIND IN YOUR PAYMENTS IT MAY BE SOLD WITHOUT ANY COURT ACTION**, and you may have the legal right to bring your account in good standing by paying all of your past due payments plus permitted costs and expenses within the time permitted by law for reinstatement of your account, which is normally five business days prior to the date set for the sale of your property. No sale date may be set until three months from the date this Notice of Default may be recorded (which date of recordation appears on this notice).

This amount is \$46,972.97 as of 2/18/2009 and will increase until your account becomes current. While your property is in foreclosure, you still must pay other obligations (such as insurance and taxes) required by your note and deed of trust or mortgage. If you fail to make future payments on the loan, pay taxes on the property, provide insurance on the property, or pay other obligations as required in the note and deed of trust or mortgage, the beneficiary or mortgagee may insist that you do so in order to reinstate your account in good standing. In addition, the beneficiary or mortgagee may require as a condition of reinstatement that you provide reliable written evidence that you paid all senior liens, property taxes, and hazard insurance premiums.

Upon your written request, the beneficiary or mortgagee will give you a written itemization of the entire amount you must pay. You may not have to pay the entire unpaid portion of your account, even though full payment was demanded, but you must pay all amounts in default at the time payment is made. However, you and your beneficiary or mortgagee may mutually agree in writing prior to the time the notice of sale is posted (which may not be earlier than the three month period stated above) to, among other things, (1) provide additional time in which to cure the default by transfer of the property or otherwise; or (2) establish a schedule of payments in order to cure your default; or both (1) and (2).

Following the expiration of the time period referred to in the first paragraph of this notice, unless the obligation being foreclosed upon or a separate written agreement between you and your creditor permits a longer period, you have only the legal right to stop the sale of your property by paying the entire amount demanded by your creditor.

### Loan Summary for Anthony Mazurowski

This loan summary is in reference to the purchase Anthony Mazurowski received on his property, 9662 Bodega Hwy, in July 2007. It is the lenders and brokers fiduciary responsibility to accurately represent their clients. In this case the lender approved the borrower into a potentially risky loan program and approved an income which was supported by the assets confirmed.

Anthony was approved for a loan amount of 490,500 for the purchase of this property. The loan program was a 5/1 ARM. The I/O (interest only) payments were based of an 9.375 with a payment of 3,973 per month for 5 years.

Please reference the uniform residential loan application form 1008 and 1003. The broker and lender approved the borrower with an income of 12,000 per month. A yearly gross of 144,00. His assets at the time were confirmed at 146,300. Using the standard stated income calculation Anthony's income should have been 12,191 per month. The broker and lender's income is justified based upon the assets. Anthony's tax returns were not confirmed during this loan summary, so it is impossible to know his actual income for the years of 2006 and 2005.

Supporting Documenation:  
Form 1008 & 1003

IMB REO LLC V MAZUROWSKI  
12/17/2009

IMB REO LLC (JUDGMENT CREDITOR, PLAINTIFF)  
(AT PHAM, DOUG V)  
(AT ROBERT J JACKSON & ASSOCIATES, INC)  
(AT SAGINAW, JOHN)

MAZUROWSKI, ANTHONY (CIV DEFNT, JUDGMENT DEBTOR)

=====

03/16/2010 ----- Courtroom Minutes in S15 -----  
Hon:GARY NADLER Rep:R L Whitney Clk:Lauretta Mauga  
UNLAWFUL DETAINER CALENDAR  
ISSUE: COURT TRIAL  
The Court finds notice to appear has been issued and served by  
mail.  
Counsel GLEN NAVIS, specially appearing for ROBERT J JACKSON &  
ASSOCIATES is present on behalf of Plaintiff IMB REO LLC  
Defendant ANTHONY MAZUROWSKI, self represented party, is present  
TRIAL BRIEF - (PL)  
NOTICE OF MOTION TO CONTINUE TRIAL DATE-- (CD)  
MEMORANDUM OF POINTS & AUTHORITIES - (CD)  
DECLARATION OF ANTHONY MAZUROWSKI IN SUPPORT OF - (CD)  
MOTION TO DISMISS - (CD)  
Contested  
Defendant MAZUROWSKI informs the Court he submitted his motion to  
continue to Court's Judicial Assistant on 03/15 but was informed  
it can only be received and not filed and to bring his paperwork  
to Court on 03/16.  
Defendant MAZUROWSKI also informs the Court he is trying to get  
an attorney to help him understand all paperwork served on him.  
Counsel NAVIS states argument against continuance.  
Counsel NAVIS also informs the Court his witness is present from  
Texas for today's proceeding.  
Court and Defendant discuss Court's continuance at 02/16/10  
proceeding.  
Court informs Defendant MAZUROWSKI, Court DENIES Defendant's  
Motion for Continuance.  
Court informs counsel and Defendant to meet with Recourse mediator.  
MEDIATOR informs the Court parties are unable to settle.  
Defendant MAZUROWSKI informs the Court he request matter be  
dismissed and submits motion to Court for review.  
Court and counsel discuss Defendant's request for judicial notice.  
Court informs Defendant MAZUROWSKI, Court DENIES Defendant's  
Motion to Dismiss.  
Court Trial Commences.  
The following Plaintiffs exhibits are marked for identification,  
offered and received into evidence:  
EXHIBIT 1 - Proof(s) of Service Dated 12/8/09 (two)  
2 - Notice to Vacate Property Dated 12/4/09 (3-pages)  
3 - Trustee's Deed Upon Sale Dated 11/2/09 (3-pages)  
\*\*\* Minutes Continued On Next Page \*\*\*

IMB REO LLC V MAZUROWSKI

\*\*\* Minutes Continued From Previous Page \*\*\*

4 - Notice of Default and Election to Sell Under Deed of Trust Dated 2/17/09 & 2/18/09 (3-pages)

5 - Deed of Trust

JENNIFER BAZEMORE is administered the oath and testifies on behalf of Plaintiff.

Court thanks and excuses the witness.

ROSALIE MARTINONI is administered the oath and testifies on behalf of Plaintiff.

Court thanks and excuses the witness.

JOSE CARLOS SAN PEDRO is administered the oath and testifies on behalf of Plaintiff.

Cross examination is conducted.

Court thanks and excuses the witness.

Counsel NAVIS presents closing argument on behalf of Plaintiff and request judgment for Plaintiff.

ANTHONY MAZUROWSKI is administered the oath and testifies on his own behalf.

Court thanks the witness.

Upon conclusion of testimony and oral argument, Court's ruling is as follows:

COURT JUDGMENT FOR POSSESSION

PL IMB REO LLC

CD MAZUROWSKI, ANTHONY

JUDGMENT IN FAVOR OF PLAINTIFF(S) IMB REO LLC AND AGAINST ANTHONY MAZUROWSKI

PL IMB REO LLC

JUDGMENT: POSSESSION ONLY

JC IMB REO LLC

JD MAZUROWSKI, ANTHONY

Judgment awarded as follows: POSSESSION ONLY

RESTITUTION OF PREMISES LOCATED AT 117 MONTGOMERY RD, SEBASTOPOL, CA 95472.

JC IMB REO LLC

JD MAZUROWSKI, ANTHONY

Writ to issue forthwith

PL IMB REO LLC

Does are dismissed without prejudice

COURT DISMISSAL - DOE DEFENDANT

CD DOES 1-100

PL IMB REO LLC

Prejudgement claim to right of possession is on file

Trial is completed.

Plaintiffs counsel submits order for Courts signature.

Court signs Order in open Court this date.

Exhibits are accounted for and submitted to the exhibit clerk

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End of Docket

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IMB REO LLC V MAZUROWSKI

12/17/2009

IMB REO LLC (PLAINTIFF)

(AT PHAM, DOUG V)

(AT ROBERT J JACKSON & ASSOCIATES, INC)

(AT SAGINAW, JOHN)

MAZUROWSKI, ANTHONY (CIV DEFENDANT)

02/16/2010 ----- Courtroom Minutes in S15 -----

Hon:KNOEL OWEN

Rep:SHELLY BERG

Clk:Richard Nelson

UNLAWFUL DETAINER TRIAL CALENDAR

ISSUES: COURT TRIAL

The Court finds notice to appear has been issued and served by mail.

Counsel OWEN MAYER is present on behalf of Plaintiff IMB REO LLC Defendant ANTHONY MAZUROWSKI, self represented party, is present.

Court grants counsel's request to continue the matter to 3/16/2010 at 8:30 am in department #15.

CONTINUED FROM 2/16/2010 TO - 03/16/2010 at 8:30am S15, COURT TRIAL with reporter

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End of Docket

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IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA  
IN AND FOR THE COUNTY OF SONOMA  
The HONORABLE GARY NADLER, Judge

— — ○○○ — —

**CERTIFIED  
COPY**

IMB REO LLC,

Plaintiff,

VS.

No. MCV-207806

ANTHONY MAZUROWSKI,

Defendant.

— — — 000 — — —

REPORTER'S TRANSCRIPT OF  
PROCEEDINGS AT TIME OF HEARING

— 000 —

Santa Rosa, California  
Tuesday, March 16, 2010  
9:10 o'clock a.m.

— 000 —

Reported by:

RENEE L. WHITNEY, RPR, CSR No. 11231



1 ---oOo---

2 A P P E A R A N C E S

3 ---oOo---

4  
5 For the Plaintiff: LAW OFFICE OF GLEN NAVIS  
6 513 Labrador Way  
7 Suisun City, California 94585

8 BY: GLEN NAVIS  
9 Attorney at Law

10 For the Defendant: ANTHONY MAZUROWSKI  
11 IN PROPRIA PERSONA

12 ---oOo---

1 MARCH 16, 2010

9:10 A.M.

2 ---oOo---

3 The above-entitled matter came on regularly  
4 this day for hearing before the Honorable GARY NADLER,  
5 Judge.

6 LAW OFFICE OF GLEN NAVIS, 513 Labrador  
7 Way, Suisun City, California 94585, represented by GLEN  
8 NAVIS, Attorney at Law, appeared as Counsel on behalf of  
9 the Plaintiff.

10 ANTHONY MAZUROWSKI, Defendant, appeared IN  
11 PROPRIA PERSONA.

12 The Honorable GARY NADLER, Judge  
13 presiding.

14 RENEE L. WHITNEY, RPR, CSR No. 11231,  
15 Official Shorthand Reporter for the County of Sonoma was  
16 duly present and acting.

17 The following proceedings were then and  
18 there had and taken, to wit:

19 P R O C E E D I N G S

20 THE COURT: IMB REO LLC versus Mazurowski.

21 If you could state your appearances,  
22 please.

23 MR. NAVIS: Good morning, your Honor. Glen  
24 Navis, N-a-v-i-s, for Plaintiff.

25 MR. MAZUROWSKI: Good morning, your Honor.  
26 Anthony Mazurowski in pro per.

27 THE COURT: Okay. Mr. Mazurowski, I just  
28 wanted to address your issue with the motion for a

1 continuance.

2 MR. MAZUROWSKI: Yes, sir. This is all  
3 quite overwhelming. I have a lawyer who's willing to get  
4 on board. He's finishing a case in L.A. If you can do  
5 that, I'll have somebody next time.

6 As I walked in the hallway this morning the  
7 other counsel handed me a packet. It's, like, 20 papers.  
8 I'm trying to go through it. It's just got a lot more  
9 overwhelming. I really don't understand this stuff. I  
10 don't think it's fair if I go forward on my own.

11 THE COURT: Okay.

12 MR. MAZUROWSKI: I did give the other side  
13 a continuance the last time I was here.

14 THE COURT: Okay. All right. Let me hear  
15 from counsel.

16 MR. NAVIS: Thank you, your Honor. The  
17 continuance was so we could fly in from Texas the Vice  
18 President of One West Bank regarding the 2923.5  
19 declaration, and he is here now. He did fly in from Texas  
20 this morning.

21 The second thing is, the notice of default  
22 was filed in February of last year, 14 months ago. The  
23 notice of trustee's sale was filed in June of last year,  
24 nine months ago. That's a long time that payments haven't  
25 been made. It's also a long time that if Mr. Mazurowski  
26 believed that he was defrauded or something was wrong with  
27 his loan, he could have hired an attorney.

28 Today was -- when you get foreclosed on,

1 eventually the bank is going to want possession of the  
2 property back, and today was very foreseeable. It would  
3 have been -- as for -- in his moving papers he says that,  
4 my case has merit. I have a meritorious defense, which is  
5 discrimination, retaliation, and I'm the true owner.

6 I can't think of any facts which support  
7 him as a member of any protected class with regards to  
8 discrimination as to why he was foreclosed on nor that he  
9 did any acts that was -- protected acts which would result  
10 in the foreclosure being a retaliation; furthermore, as  
11 for the claim that he's the owner, that's the proper venue  
12 of a -- in a limited jurisdiction action for quiet title  
13 decision, declaratory relief, and so on.

14 There's no attorney -- he is in pro per,  
15 and there's no attorney that subbed in. So there's no  
16 attorney who's unavailable within the meaning of -- I want  
17 to say 661. I forgot what the Code Section is for  
18 continuances.

19 THE COURT: Mr. Mazurowski, the last  
20 hearing in this matter was February 16th where the  
21 continuance was granted, and that's about a month ago.

22 MR. MAZUROWSKI: Sir -- you know, your  
23 Honor, since then I've been looking into the law. I've  
24 been trying to do this on my own with people that are  
25 going through the same thing. And, again, it is  
26 overwhelming. The money is an issue. I have an attorney.  
27 He helped me on another matter. He will be here the next  
28 time if you can grant the continuance. It will help me.

1 I don't feel fairly that -- again, I walked in. There's  
2 20 pages that -- I need to know what's in here to go  
3 forward today.

4 THE COURT: The concern the Court has, sir,  
5 just is, as follows: The continuance was granted a month  
6 ago to allow a gentleman to fly out from Texas to testify  
7 at today's hearing, and that gentleman is here to testify  
8 at today's hearing. There's a concern the Court has that  
9 there would be prejudice to the Plaintiff.

10 Number two, there has been considerable  
11 time for you to obtain counsel; and number three, this is  
12 a summary proceeding. And what that means is -- as a  
13 matter of law is that there are rights for this and,  
14 actually, requirements that these proceed promptly. Like  
15 it or not, I mean -- when I say, like it are not, I don't  
16 make the law. I'm just charged with following the law.

17 MR. MAZUROWSKI: You know, sir, the last  
18 time they asked for a continuance because -- they didn't  
19 mention anything about flying anybody in. I asked this  
20 attorney in the hall who he represented, One West or IMB  
21 REO. I still don't really know.

22 THE COURT: In any event, the last hearing  
23 was a month ago. This is the summary proceeding. There  
24 are certain rights that the Plaintiff has to proceed  
25 promptly, and that's the concern the Court has.

26 MR. MAZUROWSKI: Yes, sir.

27 THE COURT: Okay. I understand that it's  
28 overwhelming, as it typically is. And I wish there was a

1 way for me to avoid that with people that are in this  
2 particular court, because it's a difficult process; not an  
3 easy one to go through.

4 That being said, the law does require that  
5 it's a summary proceeding and that I have to bare that in  
6 mind when orders are made. And what I'm going to ask you  
7 to do at this time is to go outside and work with the  
8 mediators and see if you can reach some agreement in this  
9 case. And then come back, and let me know what's going  
10 on.

11 MR. MAZUROWSKI: Yes, your Honor.

12 MR. NAVIS: Thank you, your Honor.

13 MR. MAZUROWSKI: Thank you.

14 (Brief recess taken at 9:15 a.m.)

15 THE COURT: IMB REO LLC versus Mazurowski.

16 MR. NAVIS: Good morning, your Honor. Glen  
17 Navis for Plaintiff.

18 MR. MAZUROWSKI: Good morning, your Honor.  
19 Anthony Mazurowski, Defendant.

20 THE COURT: Okay.

21 MR. MAZUROWSKI: Before we go forward, your  
22 Honor, I'd ask for this trial to be dismissed. I've got a  
23 copy for you and for the other attorney.

24 THE COURT: Give it to the bailiff, and  
25 we'll take a look at it.

26 MR. NAVIS: Thank you.

27 THE COURT: Okay. There's a request for  
28 judicial notice. Counsel, you've received a copy of that?

1 MR. NAVIS: Yes, I have -- no, not -- I  
2 have his motion to dismiss.

3 THE COURT: The motion to dismiss is based  
4 upon what appears to be a request for judicial notice of  
5 the --

6 MR. NAVIS: I see the -- yes, I do, your  
7 Honor. I do see the results from the Secretary of State.

8 THE COURT: Okay. And the Court  
9 understands the motion that since the Plaintiff, as argued  
10 by the Defendant, is not authorized to conduct business in  
11 California, it cannot prosecute the suit.

12 MR. NAVIS: Thank you, your Honor. Um, I  
13 am somewhat blind-sided by this. But it's a -- state  
14 chartered banks must be registered with the Secretary of  
15 State. These banks are nationally chartered and,  
16 therefore, they don't have to register with the Secretary  
17 of State.

18 THE COURT: All right. Very well. Well, I  
19 will deny the motion to dismiss, and I will take judicial  
20 notice of the information that was provided in Exhibit A.

21 MR. MAZUROWSKI: Thank you, your Honor.

22 THE COURT: All right. And before we go,  
23 we have three witnesses total, including the Defendant?

24 MR. NAVIS: I have three witnesses -- three  
25 witnesses, your Honor, yes.

26 THE COURT: Who's the third?

27 MR. NAVIS: Sitting over there.

28 THE COURT: Okay. So, why don't we start

1 with having the three of these seats -- if you'd stand,  
2 please, and the clerk will administer the oath if you  
3 intend to testify. You, too, sir. Go ahead.

4 THE CLERK: Please right your right hand.

5 JENNIFER BAZEMORE, ROSALIE MARTINONI,

6 JOSE CARLOS SAN PEDRO, and ANTHONY MAZUROWSKI,

7 having been solemnly sworn to tell the  
8 truth, the whole truth, and nothing but the  
9 truth, testified as follows:

10 THE CLERK: Thank you.

11 THE COURT: Okay.

12 MR. NAVIS: If you don't mind, so these  
13 people can get out of here, I'm going to take them out of  
14 order.

15 First, I'm going to call Jennifer Bazemore.

16 DIRECT EXAMINATION

17 BY MR. NAVIS:

18 Q Would you please state and spell your name?

19 A Jennifer Bazemore, J-e-n-n-i-f-e-r,

20 B-a-z-e-m-o-r-e.

21 Q Ms. Bazemore, are you a registered process  
22 server?

23 A Yes.

24 Q How long have you been a registered process  
25 server?

26 A Approximately over 10 years.

27 Q I'm showing this document -- these two  
28 documents here entitled, proof of service, which would be



1 Plaintiff's 1 for, by reference. Are you familiar with  
2 these documents?

3 A Yes.

4 Q Is that your signature on the bottom of  
5 each?

6 A Yes.

7 Q And what do they reflect?

8 A They reflect the information on the serving  
9 of the 90-day notice to vacate property.

10 Q Is that this notice?

11 A Yes.

12 Q And does it show that a notice to vacate  
13 property was served on December 6th of 2009?

14 A Yes.

15 Q By posting and mailing at the property  
16 located at 117 Montgomery Road in Sebastopol?

17 A Yes.

18 Q Is it your policy and practice to knock on  
19 the door first before you serve these notices?

20 A Yes.

21 Q And did you knock on the door?

22 A Yes.

23 Q Did anybody answer?

24 A No.

25 Q What did you do next?

26 A I posted -- um, well, I usually make a  
27 standard practice of knocking on the door three times. If  
28 nobody answers, I post the notice on the front door.

1 Q Did you also mail a copy?

2 A Yes.

3 Q By first class mail, postage prepaid?

4 A Yes.

5 Q Did you address the envelope yourself?

6 A Yes.

7 Q Was it addressed -- who was it addressed  
8 to?

9 A To -- I'm not sure of the correct  
10 pronunciation -- but to the Defendant in this matter,  
11 Anthony Mazurowski -- sorry if I'm mispronouncing that --  
12 and to any of all occupants listed at that residence.

13 Q And properly addressed to that residence?

14 A Correct.

15 Q Is this a true and accurate copy of that  
16 notice to vacate the property?

17 A Yes.

18 Q Plaintiff's 2, by reference, will be the --  
19 MR. NAVIS: I'm sorry, your Honor.  
20 Plaintiff's 2 will be the notice to vacate property.

21 THE COURT: Let's get those marked.

22 MR. NAVIS: Thank you. May I approach?

23 I don't have any further questions of  
24 Ms. Bazemore.

25 THE COURT: Okay. Do you have any  
26 questions of the process server?

27 MR. MAZUROWSKI: No, your Honor.

28 THE COURT: Okay. Very well.

1 MR. NAVIS: My next witness will be  
2 Ms. Martinoni.

3 THE WITNESS: Rosalie Martinoni.

4 THE COURT: If you could spell that,  
5 please, ma'am?

6 THE WITNESS: R-o-s-a-l-i-e,  
7 M-a-r-t-i-n-o-n-i.

8 DIRECT EXAMINATION

9 BY MR. NAVIS:

10 Q Ms. Martinoni, are you the authorized agent  
11 for IMB REO LLC regarding the property located at 117  
12 Montgomery Road in Sebastopol?

13 A Yes.

14 Q And is it your understanding this property  
15 was sold at a trustee's sale on October 20th, 2009?

16 A Yes.

17 Q As evidenced by the certified copy of the  
18 trustee's deed upon sale?

19 A Yes.

20 MR. NAVIS: Plaintiff's 3 will be the  
21 trustee's deed upon sale.

22 THE COURT: Would you like to have Exhibit  
23 3 marked? Is there an Exhibit 3?

24 MR. NAVIS: Yes, there is, and I'm sorry.

25 THE COURT: Let's get that marked for  
26 identification.

27 MR. NAVIS: Thank you.

28 ///

(Plaintiff's Exhibit 3 was  
marked for identification.)

BY MR. NAVIS:

Q There's an assessor's parcel number on that  
of 77 -- on the trustee's deed upon sale of 77-110-57?

A Yes.

Q And what does that address of that  
correspond to?

A 117 Montgomery Road, Sebastopol,  
California, 95472.

Q What are you reading from?

A I'm reading from a property detail report.

Q Where did you -- was that from a --

A It's from RealList, a program that I get  
through my multiple listing service.

Q How long have you been using this program  
-- this database?

A Probably 17 years.

Q Have you found it to be accurate?

A Yes.

Q And it, in fact, does show that the -- that  
assessor's parcel corresponds to the property address  
that's being litigated today?

A Yes.

Q Is it your understanding that  
Mr. Mazurowski is the former owner of the property?

A Yes.

Q And within three days after the service of

1 the notice to quit he didn't move out?

2 A Yes.

3 Q He's still living there?

4 A Yes.

5 Q Do you want him to move out?

6 A Yes.

7 Q Do you waive all monetary damages seeking  
8 possession only?

9 A Yes.

10 MR. NAVIS: I don't have any further  
11 questions, your Honor.

12 THE COURT: Are there any questions you'd  
13 like to ask of this witness, sir?

14 MR. MAZUROWSKI: No, your Honor.

15 THE COURT: Okay. Very well, thank you.

16 MR. NAVIS: My next witness will be  
17 Mr. San Pedro.

18 THE COURT: Mr. San Pedro, you're going to  
19 have to come and sit up in the witness box.

20 THE WITNESS: Okay.

21 THE COURT: If you could state your name,  
22 please, sir, and spell it?

23 THE WITNESS: My full legal name is Jose  
24 Carlos San Pedro. J-o-s-e, C-a-r-l-o-s, S-a-n, P-e-d-r-o.

25 MR. NAVIS: Your Honor, Plaintiff's 4, for  
26 identification, will be a notice of default and election  
27 to sell under deed of trust.

28 THE COURT: Okay. Would you like to get it

1 marked?

2 MR. NAVIS: Mr. Bailiff? Thank you very  
3 much.

4 (Plaintiff's Exhibit 4 was  
5 marked for identification.)

6 BY MR. NAVIS:

7 Q Who's your employer?

8 A IndyMac Mortgage Services, a division of  
9 One West Bank.

10 Q The former lender to the property?

11 A IndyMac Bank.

12 Q What is your job there?

13 A I'm an assistant Vice President.

14 Q What is your job responsibilities?

15 A My responsibilities fall under home loan  
16 servicing, everything with regard to customer service;  
17 collections, foreclosure, bankruptcy, REO.

18 Q And in that job in or about February of  
19 last year --

20 A We recorded a notice of default February  
21 25th.

22 Q 2009?

23 A 2009.

24 Q There's a declaration pursuant to CCP --  
25 Civil Code 2923.5 at the last page of that. Did you  
26 review the records of IndyMac Bank regarding any  
27 communication between IndyMac and Mr. Mazurowski regarding  
28 his non-payment of his mortgage?

1 A I did.

2 Q And what did you find out?

3 A I found that we haven't received a payment  
4 from the borrower since May of 2008. And since then we  
5 have made -- or prior to foreclosure referral we made  
6 about 85 phone calls to him where we were in constant  
7 communication with the borrower to see what solutions we  
8 could come to to avoid foreclose.

9 Q What did Mr. Mazurowski tell you?

10 A That he was a roofer; that business had  
11 slowed. From one month to the next there was always that  
12 he was going to gain full-time employment of some type.  
13 He was doing handyman jobs. Um, right at the -- at the  
14 initiation of his default, he indicated that his pet had  
15 become ill. He really wanted to keep his home, he just  
16 didn't have the business to continue to do roofing.

17 Um, and so from June of 2008 all the way up  
18 until we completed this declaration of -- to be in  
19 compliance with Civil Code 2923-and-a-half, we tried to do  
20 modifications; we tried to talk to him about doing any  
21 type of repayment plans to get him back on board but --  
22 just, his income wasn't sufficient. There was too large a  
23 deficit for us to be able to do my type of work out.

24 MR. NAVIS: Thank you. I have no further  
25 questions.

26 THE COURT: Any questions of this  
27 gentleman?

28 MR. MAZUROWSKI: Yes, sir. I do, your

1 Honor.

2 CROSS-EXAMINATION

3 BY MR. MAZUROWSKI:

4 Q You said that you offered me modification  
5 and tried to work it out. Um, do you have any proof of  
6 that with you? Because I don't recollect that.

7 A Right. We have -- all I have with me are  
8 notes regarding the call logs. I have my laptop with me  
9 that has the consolidated notes, all the mailings that we  
10 sent you. You inquired about Hope How. We sent you a DVD  
11 regarding that program. For well over a year we tried to  
12 do something with you.

13 As it stands, your payment is close to  
14 4,000. At best -- I think in your best month you made  
15 \$2,500 a month. You just didn't have sustainable income  
16 to approve a modification for you. We reviewed  
17 modifications for you. We denied you for modifications  
18 based on income.

19 Um, the reality of it is that, you know,  
20 the numbers just didn't work for you to stay, you know, in  
21 the house, and that's why we ultimately went to  
22 foreclosure sale.

23 Q You never did send an offer of  
24 modification.

25 A We sent you letters to apply for  
26 modification. We -- you know, we lead you to the website.  
27 We discussed several times with you on the phone what  
28 would be required to qualify, and several times it was



1 your understanding that -- you knew what was going to be  
2 needed, which would be income, you know, to show  
3 affordability for the home.

4 And, you know, time and time again you just  
5 told us that -- next month, next month, next month. It  
6 was always next month. As I've already mentioned to the  
7 Court we have not received payment since May of 2008. Um,  
8 during the course of that time there's also been a  
9 bankruptcy filing that was discharged.

10 THE COURT: Any others questions?

11 MR. MAZUROWSKI: Yes.

12 BY MR. MAZUROWSKI:

13 Q As a representative of IndyMac and One West  
14 Bank, did you happen to bring the original documents with  
15 you today?

16 MR. NAVIS: Objection; relevance.

17 THE COURT: There's an objection on  
18 relevance, and that is really not -- this whole subject  
19 matter really is not relevant to the proceeding here  
20 today.

21 MR. MAZUROWSKI: Yes, your Honor.

22 THE COURT: I mean, I heard what you said,  
23 but it's really not relevant. So I'll sustain that  
24 objection.

25 MR. MAZUROWSKI: I have no further  
26 questions, your Honor.

27 THE COURT: All right.

28 MR. NAVIS: I don't have any further

1 questions.

2 THE COURT: Okay. Thank you.

3 MR. NAVIS: I do request that Plaintiff's  
4 exhibits be entered into evidence.

5 THE COURT: Okay. That's 1 through 4, is  
6 it?

7 MR. NAVIS: Yes, it is, your Honor.

8 THE COURT: I haven't seen Exhibit 4.

9 Do you have that, sir?

10 THE WITNESS: This one?

11 THE COURT: Thank you.

12 Is there an objection to this?

13 MR. MAZUROWSKI: Pardon me, your Honor?

14 THE COURT: Well, I'm asking if there's an  
15 objection to these being received in evidence.

16 MR. MAZUROWSKI: Not to being received. I  
17 object to the facts presented by the witness.

18 THE COURT: All right. Exhibits 1 through  
19 4 will be received.

20 (Plaintiff's Exhibits 1-4 were  
21 received into evidence.)

22 THE COURT: Any other witnesses?

23 MR. NAVIS: No, we rest, your Honor.

24 Request judgment for possession. Thank you, your Honor.

25 THE COURT: All right.

26 And, sir, this is your opportunity to  
27 present your case.

28 MR. MAZUROWSKI: Thank you, your Honor.

1 It's my contention that IMB REO LLC is not the rightful  
2 owner. It's never been proven that they have possession  
3 or a stay in this. I've been a victim of predatory  
4 lending. They changed the promissory note. They endorsed  
5 the promissory note to pay off the loan. They  
6 fragmentized and sold off the note. They did not comply  
7 with 2924 where they did not offer to refinance, and they  
8 did not offer any form of modification.

9 MR. NAVIS: I do object. This is not  
10 really -- I suppose it is testimony.

11 THE COURT: It is testimony.

12 MR. NAVIS: Half and half.

13 THE COURT: Your objection is overruled.

14 MR. NAVIS: Thank you, your Honor.

15 MR. MAZUROWSKI: They do have to produce  
16 the original document, and they are guilty of  
17 counterfeiting by sending me copies of this and stating  
18 that it's the original document. It was an unlawful sale;  
19 a fraudulent sale. The seller cannot prove they have stay  
20 in the property in order to lawfully foreclose and sell.  
21 That's my contention, your Honor. They shouldn't even be  
22 here in this position.

23 THE COURT: Exhibit 4 is the notice of  
24 default and election to sell?

25 MR. NAVIS: Correct, your Honor.

26 THE COURT: Without a deed of trust?

27 MR. NAVIS: That would be the notice of  
28 default of the deed of trust. It's not the deed of trust,

1     itself. But I do have the deed of trust, if the Court  
2     wishes it.

3                   THE COURT: Are you asking to reopen?

4                   MR. NAVIS: Um, well, if the Court needs  
5     the deed of trust then, yes, I am. My understanding is  
6     that it would be going behind the foreclosure, itself.  
7     However, if the Court wishes, I do request to reopen, and  
8     I have a copy of the -- certified copy of the deed of  
9     trust for the premises and offer it as Plaintiffs 5.

10                  THE COURT: Okay. Plaintiff's 5.

11                  MR. NAVIS: Thank you, your Honor.

12                  THE COURT: Where's does it say compliant  
13     with 2924?

14                  MR. NAVIS: Um, the compliance would be on  
15     the trustee's deed upon sale --

16                  THE COURT: Where is that?

17                  MR. NAVIS: I think that would be my  
18     Plaintiff's 3, I think.

19                  THE COURT: Here it is. Okay.

20                  The Court determines that Plaintiff is  
21     entitled to judgment in this matter. No damages, having  
22     been waived. Plaintiff shall receive immediate  
23     restitution of the premises located at 117 Montgomery  
24     Road, Sebastopol, California, 95472, in Sonoma County; and  
25     a writ to issue, forthwith.

26                  MR. NAVIS: I have a judgment, your Honor.

27                  THE COURT: Okay. Well, the judgment  
28     doesn't reflect the status of the case -- I'm sorry, it

1 did. My apologies.

2 All right. I wish you the best of luck.

3 MR. MAZUROWSKI: Your Honor, I'd ask if you  
4 could stay your decision so I can have time to file an  
5 appeal, please?

6 THE COURT: Well, at this point I'm not  
7 going to stay it. They're entitled to get their  
8 possession, so you need to file your papers and do what  
9 you need to do.

10 MR. MAZUROWSKI: Thank you, your Honor.

11 THE COURT: All right.

12 (Proceedings concluded at 11:05 a.m.)  
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1 STATE OF CALIFORNIA )  
2 ) ss.  
3 COUNTY OF SONOMA )  
4

5  
6 CERTIFICATE OF SHORTHAND REPORTER  
7


8 I, RENEE L. WHITNEY, RPR, CSR No. 11231, a  
9 duly qualified and acting Official Shorthand Reporter of  
10 the Superior Court of the State of California, in and for  
11 the County of Sonoma, do hereby certify:  
12

13 That on Tuesday, March 16, 2010, I reported  
14 in shorthand writing the proceedings had in the case of  
15 IMB REO LLC vs. ANTHONY MAZUROWSKI, Sonoma Superior Court  
16 No. MCV-207806.  
17

18 That I thereafter caused my said shorthand  
19 writing to be transcribed into typewriting.  
20

21 That the foregoing proceedings pages 1  
22 through 20 constitute a full, true, correct and accurate  
23 transcription of my said shorthand writing, and a correct  
24 and verbatim record of the proceedings so had and taken,  
25 as aforesaid.  
26

27 Dated this 23rd day of March, 2010.  
28

29   
30 RENEE L. WHITNEY, RPR, CSR No. 11231  
31 Official Shorthand Reporter  
32 County of Sonoma  
33 State of California  
34

35 ---oOo---

36 \*CERTIFICATION OF THIS TRANSCRIPT IS VALID ONLY WITH AN  
37 ORIGINAL SIGNATURE.

B104 (FORM 104) (08/07)

<b>ADVERSARY PROCEEDING COVER SHEET</b> (Instructions on Reverse)		<b>ADVERSARY PROCEEDING NUMBER</b> (Court Use Only)
<b>PLAINTIFFS</b> <small>Lehman Brothers bankruptcy and/or 3109 King St. Property Management 394717/388883 Robert Eberwein and/or mortgage defaults, unlawful detainers filed nationwide involving transfer of property in rem in the attached court documents from Solano, Marin, Alameda, Contra Costa, Los Angeles, Sacramento, nationwide by non-appearing certificate holders due to sworn declarations signed by debt collector attorneys with no standing to sue.</small>	<b>DEFENDANTS</b> Attorney Generals predatory lenders attorneys of record special appearing for debt collectors - see attached attached state court actions - Supreme Court, Court of Appeals, multi-district litigation 08-13555	
<b>ATTORNEYS (Firm Name, Address, and Telephone No.)</b> for each class action participant in removed actions will be filing motions for substitution of counsel and motions to avoid judicial liens and trustee sales.	<b>ATTORNEYS (If Known)</b> <small>Miles Bauer, Bergstrom, Winters, Ryan Stocking ( )          Pite Duncan LLP 4735 Jutland, San Diego, CA ( )          Sara Kistler USDJ Region 17 ( )          Special Appearing Attorneys for REO's appearing as attorneys of record for the trustees on the bond securitization packages. Glen N. Navis, John Dubois, Alameda County Counsel - Raymond Lara</small>	
<b>PARTY (Check One Box Only)</b> <input checked="" type="checkbox"/> Debtor <input type="checkbox"/> U.S. Trustee/Bankruptcy Admin <input type="checkbox"/> Creditor <input type="checkbox"/> Trustee <input type="checkbox"/> Other	<b>PARTY (Check One Box Only)</b> <input checked="" type="checkbox"/> Debtor <input type="checkbox"/> U.S. Trustee/Bankruptcy Admin <input type="checkbox"/> Creditor <input type="checkbox"/> Trustee <input type="checkbox"/> Other	
<b>CAUSE OF ACTION</b> (WRITE A BRIEF STATEMENT OF CAUSE OF ACTION, INCLUDING ALL U.S. STATUTES INVOLVED) See USDOJ Attorney Karen P. Hewitt conviction for public official participation in unlawful taking of money. See attached. Engaging in Monetary Transaction in Property Derived from Specified Unlawful Activities in violation of Title 18, United States Code, Section 1957. Also 11 USC 362 through 1300 et seq and the SEC.		
<b>NATURE OF SUIT</b> (Number up to five (5) boxes starting with the lead cause of action as 1, first alternative cause as 2, second alternative cause as 3, etc.)		
<b>FRBP 7001(1) – Recovery of Money/Property</b> <input type="checkbox"/> 11 - Recovery of money/property - § 542 turnover of property <input type="checkbox"/> 12 - Recovery of money/property - § 547 preference <input checked="" type="checkbox"/> 13 - Recovery of money/property - § 548 fraudulent transfer <input type="checkbox"/> 14 - Recovery of money/property - other  <b>FRBP 7001(2) – Validity, Priority or Extent of Lien</b> <input checked="" type="checkbox"/> 21 - Validity, priority or extent of lien or other interest in property  <b>FRBP 7001(3) – Approval of Sale of Property</b> <input type="checkbox"/> 31 - Approval of sale of property of estate and of a co-owner - § 363(h)  <b>FRBP 7001(4) – Objection/Revocation of Discharge</b> <input type="checkbox"/> 41 - Objection/revocation of discharge - § 727(c), (d), (e)  <b>FRBP 7001(5) – Revocation of Confirmation</b> <input type="checkbox"/> 51 - Revocation of confirmation  <b>FRBP 7001(6) – Dischargeability</b> <input type="checkbox"/> 66 - Dischargeability - § 523(a)(1), (14), (14A) priority tax claims <input checked="" type="checkbox"/> 62 - Dischargeability - § 523(a)(2), false pretenses, false representation, actual fraud <input type="checkbox"/> 67 - Dischargeability - § 523(a)(4), fraud as fiduciary, embezzlement, larceny (continued next column)	<b>FRBP 7001(6) – Dischargeability (continued)</b> <input type="checkbox"/> 61 - Dischargeability - § 523(a)(5), domestic support <input type="checkbox"/> 68 - Dischargeability - § 523(a)(6), willful and malicious injury <input type="checkbox"/> 63 - Dischargeability - § 523(a)(8), student loan <input type="checkbox"/> 64 - Dischargeability - § 523(a)(15), divorce or separation obligation (other than domestic support) <input type="checkbox"/> 65 - Dischargeability - other  <b>FRBP 7001(7) – Injunctive Relief</b> <input checked="" type="checkbox"/> 71 - Injunctive relief - imposition of stay <input type="checkbox"/> 72 - Injunctive relief - other  <b>FRBP 7001(8) – Subordination of Claim or Interest</b> <input type="checkbox"/> 81 - Subordination of claim or interest  <b>FRBP 7001(9) – Declaratory Judgment</b> <input type="checkbox"/> 91 - Declaratory judgment  <b>FRBP 7001(10) – Determination of Removed Action</b> <input checked="" type="checkbox"/> 01 - Determination of removed claim or cause  <b>Other</b> <input type="checkbox"/> SS-SIPA Case - 15 U.S.C. §§ 78aaa et. seq. <input type="checkbox"/> 02 - Other (e.g. other actions that would have been brought in state court if unrelated to bankruptcy case)	
<input checked="" type="checkbox"/> Check if this case involves a substantive issue of state law	<input checked="" type="checkbox"/> Check if this is asserted to be a class action under FRCP 23	
<input checked="" type="checkbox"/> Check if a jury trial is demanded in complaint	Demand \$	
Other Relief Sought An accounting of the transfer to the new loan servicer and actual bond securitization trust account on the date of default.		

1 JOHN C. SAGINAW  
2 Attorney Bar No. 67385  
3 DOUG V. PHAM  
4 Attorney Bar No. 216482  
5 Robert J. Jackson & Associates, Inc.  
6 4199 Campus Drive, Suite 700  
7 Irvine, California 92612  
8 (949) 854-2244  
9 Attorney for Plaintiff

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SUPERIOR COURT OF THE STATE OF CALIFORNIA  
SONOMA COUNTY – CIVIL DEPARTMENT JUDICIAL DISTRICT

IMB REO LLC

Plaintiff,

vs.

ANTHONY MAZUROWSKI;  
and DOES 1 through 100, inclusive

Defendant.

CASE NO.: *MCV207806*  
COMPLAINT IN UNLAWFUL DETAINER  
LIMITED CIVIL JURISDICTION  
POST-FORECLOSURE EVICTION  
AMOUNT DEMANDED DOES NOT  
EXCEED \$10,000  
Property Address:  
117 MONTGOMERY RD  
SEBASTOPOL, CA 95472

Plaintiff IMB REO LLC ("IMB REO LLC") alleges as follows:

1. IMB REO LLC is now and at all times relevant was an entity qualified to commence this action.
2. The names and capacities of the Defendants sued herein as DOES 1 through 100, inclusive, are unknown to Plaintiff at this time. These defendants will be served pursuant to *Code of Civ. Proc.* § 415.46.
3. The property of which Plaintiff seeks possession is located at 117 MONTGOMERY RD,

THIS MAY BE AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION  
OBTAINED MAY BE USED FOR THAT PURPOSE. HOWEVER, IF YOU ARE IN  
BANKRUPTCY OR RECEIVED A BANKRUPTCY DISCHARGE, NO ATTEMPT IS BEING  
MADE TO COLLECT A DEBT AND ANY INFORMATION WILL BE OBTAINED FOR  
INFORMATIONAL PURPOSES ONLY.



1 SEBASTOPOL, CA 95472 (the "Premises"). Said Premises is located within this Superior Court  
2 Judicial District.

3 4. Possession of the Premises is sought pursuant to *Code of Civ. Proc.* § 1161a. Plaintiff obtained  
4 title to the Premises and right to possession thereof by its purchase at a foreclosure sale validly  
5 held in compliance with *Civil Code* § 2924, the particulars of which are as follows:

6 A. ANTHONY MAZUROWSKI executed as Trustor(s) a Deed of Trust, with power of sale,  
7 recorded on or about 07/03/2007 in the Official Records of Sonoma County as Instrument  
8 Number 2007075120, which Deed of Trust encumbered the Premises.

9 B. Pursuant to the foreclosure and sale of the Premises, under the power of sale contained in  
10 the Deed of Trust and in compliance with *Civil Code* § 2924, the Trustee of said Deed of  
11 Trust sold and conveyed title to the Premises to IMB REO LLC, pursuant to a Trustee's  
12 Deed Upon Sale recorded on or about 11/04/2009 in the Official Records of Sonoma  
13 County as Instrument Number 09-108186, a copy of which is attached hereto as Exhibit  
14 'A' and incorporated herein by reference.

15 5. Title is and has been perfected in IMB REO LLC on or around 11/04/2009.

16 6. Plaintiff is informed, believes, and thereon alleges that Defendants ANTHONY MAZUROWSKI  
17 and DOES 1 through 50 were in possession of the Premises at the time of sale, and that said  
18 Defendants and DOES 51 through 100 remained in possession after the sale.

19 7. Plaintiff is informed, believes, and based upon such information and belief, alleges that none of the  
20 Defendants herein is entitled to any protection under the terms of the Protecting Tenants at  
21 Foreclosure Act of 2009 ("PTFA"). To the extent such rights may exist, Plaintiff is informed,  
22 believes, and based upon such information and belief, alleges that it has complied with the terms of  
23 PTFA, and is entitled to possession of the subject Premises. Plaintiff is further informed, believes,  
24 and based on such information and belief, alleges that none of the Defendants herein constitutes a  
25 legitimate tenant under California law.

26  
27 THIS MAY BE AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION  
28 OBTAINED MAY BE USED FOR THAT PURPOSE. HOWEVER, IF YOU ARE IN  
BANKRUPTCY OR RECEIVED A BANKRUPTCY DISCHARGE, NO ATTEMPT IS BEING  
MADE TO COLLECT A DEBT AND ANY INFORMATION WILL BE OBTAINED FOR  
INFORMATIONAL PURPOSES ONLY.

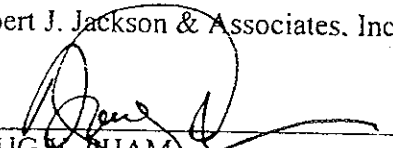
8. On or about 12/06/2009, Plaintiff caused to be served on Defendants ANTHONY MAZUROWSKI and DOES 1 through 100 a written Notice to Vacate Property pursuant to *Code of Civ. Proc.* § 1162, a copy of which Notice is attached hereto as Exhibit 'B' and incorporated herein by reference.
9. The Notice expired at midnight on 12/09/2009, and since 12/10/2009 Plaintiff is and has been entitled to immediate possession of the Premises.
10. Defendants and each of them failed and refused to surrender possession within or since the notice period, and continue in possession of the Premises without Plaintiff's consent. Unnamed Defendants shall be served pursuant to *Code of Civ. Proc.* § 415.46.

WHEREFORE, Plaintiff requests judgment as follows:

1. For possession of the Premises;
2. For costs of suit; and
3. For such other and further relief as the Court deems appropriate.

Date: December 16, 2009

Robert J. Jackson & Associates, Inc.

  
DOUG V. PHAM  
Attorney for Plaintiff

THIS MAY BE AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION OBTAINED MAY BE USED FOR THAT PURPOSE. HOWEVER, IF YOU ARE IN BANKRUPTCY OR RECEIVED A BANKRUPTCY DISCHARGE. NO ATTEMPT IS BEING MADE TO COLLECT A DEBT AND ANY INFORMATION WILL BE OBTAINED FOR INFORMATIONAL PURPOSES ONLY.

EXHIBIT "A"

Recording requested by:  
NDEx West, L.L.C.  
15000 Surveyor Boulevard, Suite 500  
Addison, Texas 75001-9013

When Recorded Mail to and Mail Tax Statement to:  
IMB REO LLC  
c/o ONEWEST BANK, FSB  
838 E. WALNUT STREET  
PASADENA, CA 91101

THIS IS TO CERTIFY THAT THIS IS A FULL,  
TRUE AND CORRECT COPY OF THE ORIGINAL  
RECORDED IN THE OFFICE OF THE COUNTY

RECORDING FEE: \$14.00

RECORDED ON: November 4, 2009

AS DOCUMENT NO: 09-108186

BY: s/ Peter Sar

LSI TITLE COMPANY (CA)



TDUS20090159902760

Space above this line for Recorder's use only

Trustee Sale No. : 20090159902760

Title Order No.: 090102526-CA-MSI

### TRUSTEE'S DEED UPON SALE

The undersigned grantor declares:

- 1) The Grantee herein WAS the foreclosing beneficiary
- 2) The amount of the unpaid debt together with cost was \$579,702.09
- 3) The amount paid by the grantee at the trustee sale was \$332,853.58
- 4) The documentary transfer tax is N/A
- 5) Said property is in the city of SEBASTOPOL
- 6) APN# 077-110-057-000

NDEx West, L.L.C., as the duly appointed Trustee under the Deed of Trust hereinafter described, does hereby grant and convey,  
but without covenant or warranty, express or implied, to:

IMB REO LLC

(herein called Grantee), all of its right, title and interest in and to that certain property situated in the County of SONOMA, State of  
California, described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN FOR ALL PURPOSES.

MAIL TAX STATEMENTS AS DIRECTED ABOVE

Trustee Sale No.: 20090159902760

Title Order No.: 090102526-CA-MSI

RECITALS:

This conveyance is made pursuant to the powers conferred upon Trustee by that certain Deed of Trust dated 06/29/2007 and executed by ANTHONY MAZUROWSKI Trustor(s), and Recorded on 07/03/2007 as Instrument No. 2007075120 of official records of SONOMA County, California, and after fulfillment of the conditions specified in said Deed of Trust authorizing this conveyance.

Default occurred as set forth in a Notice of Default and Election to Sell which was recorded in the Office of the Recorder of said County, and such default still existed at the time of sale.

All requirements of law regarding the mailing of copies of notices or the publication of a copy of the Notice of Default or the personal delivery of the copy of the Notice of Default and the posting and publication of copies of the Notice of a Sale have been complied with.

Trustee, in compliance with said Notice of Trustee's Sale and in exercise of its powers under said Deed of Trust, sold the herein described property at public auction on 10/20/2009. Grantee, being the highest bidder at said sale, became the purchaser of said property for the amount bid being 332,853.58 in lawful money of the United States, or by credit bid if the Grantee was the beneficiary of said Deed of Trust at the Time of said Trustee's Sale.

DATED: 11/02/2009

NDEx West, L.L.C., as Trustee

  
Randy Middleton

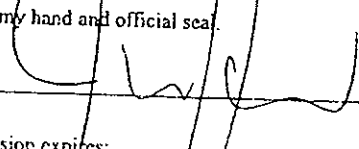
Authorized Agent

11/2/2009  
DATED

State of TEXAS }  
County of DALLAS }

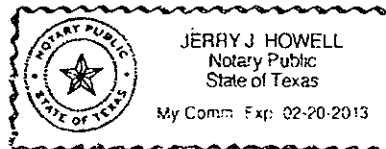
On 11/2/2009 before me, Jerry J. Howell Notary Public, personally appeared Randy Middleton personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature: 

(Seal)

My commission expires: \_\_\_\_\_



Trustee Sale No. : 20090159902760

Title Order No.: 090102526-CA-MSI

EXHIBIT "A"

BEGINNING AT A POINT IN THE CENTERLINE OF SEBASTOPOL TO FREESTONE COUNTY ROAD AS SHOWN ON THE MAP RECORDED IN BOOK 43 OF MAPS AT PAGES 45-51, INCLUSIVE. SONOMA COUNTY RECORDS, AT ITS INTERSECTION WITH THE EAST LINE OF THAT 2.02 ACRE PARCEL DESCRIBED IN THE DEED RECORDED IN BOOK 395 AT PAGE 404, OFFICIAL RECORDS, BEING ALSO THE SOUTHWEST CORNER OF THE LANDS OF STONE, SAID POINT BEARS SOUTH 29° 58' 50" EAST, 25.8 FEET FROM A ¼" PIPE SET IN THE FENCE; THENCE FROM SAID POINT OF BEGINNING AND ALONG SAID CENTERLINE NORTH 70° 52' EAST (DEED SHOWN NORTH 70° 45' EAST, MAP SHOWS NORTH 71° 39' EAST) 35.26 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 1600 FEET, A DISTANCE OF 160.17 FEET TO A POINT WHICH BEARS SOUTH 29° 42' 10" EAST, 21.8 FEET FROM A 4 BY 4 REDWOOD FENCE CORNER POST; THENCE LEAVING SAID CENTERLINE NORTH 29° 42' 10" WEST, 21.8 FEET TO A SAID 4 BY 4 REDWOOD FENCE POST; THENCE CONTINUING NORTH 29° 42' 10" WEST AND ALONG A FENCE LINE, 118.71 FEET TO A FENCE CORNER; THENCE ALONG A FENCE SOUTH 62° 42' 30" WEST, 58.78 FEET TO A FENCE CORNER; THENCE ALONG A FENCE LINE NORTH 31° 10' 50" WEST, 145.00 FEET TO A POINT WHICH BEARS SOUTH 31° 10' 50" EAST, 105.21 FEET FROM A ¼" IRON PIPE SET IN AN ANGLE POINT IN SAID FENCE, SAID PIPE BEING THE MOST EASTERLY CORNER OF THE AFORESAID DEED RECORDED IN BOOK 395 AT PAGE 404, OFFICIAL RECORDS; THENCE LEAVING SAID FENCE SOUTH 67° 08' 10" WEST, 134.37 FEET TO A POINT IN THE WESTERLY LINE OF SAID LANDS OF STONE, SAID POINT BEARS SOUTH 29° 58' 50" EAST, 15.00 FEET FROM A ¼" IRON PIPE AS DESCRIBED IN THE AFORESAID DEED RECORDED IN BOOK 395 AT PAGE 404, OFFICIAL RECORDS; THENCE ALONG SAID WESTERLY LINE 29° 58' 50" (DEED SHOWS SOUTH 30° 05' EAST) 259.49 FEET TO A ¼" IRON PIPE; THENCE CONTINUING SOUTH 29° 58' 50" EAST, 25.8 FEET TO THE POINT OF BEGINNING.

EXHIBIT "B"

# NOTICE TO VACATE PROPERTY

TO: ANTHONY MAZUROWSKI &  
All occupants residing at  
117 MONTGOMERY RD  
SEBASTOPOL, CA 95472

NOTICE IS HEREBY GIVEN THAT IMB REO LLC ("IMB REO LLC"), or its predecessor in interest, purchased the property located at 117 MONTGOMERY RD, SEBASTOPOL, CA 95472 (the "Premises") at a foreclosure sale held in accordance with Civil Code § 2924 and pursuant to the power of sale contained in a Deed of Trust recorded on 7/03/2007 as Instrument Number 2007075120 in the Official Records of SONOMA County, and that title to the Premises is duly perfected in IMB REO LLC.

## NOTICE IS FURTHER GIVEN THAT:

1. Within **three (3) days** after service on you of this Notice, if you are the Trustor(s) of the Deed of Trust described above, or a successor in interest to said Trustor(s), or any person who is not a bona fide tenant or subtenant; or,
2. Within **ninety (90) days** after service on you of this Notice, in the event you are a bona fide tenant or a subtenant of the Trustor(s) of the Deed of Trust described above, or a bona fide tenant or a subtenant of a successor in interest to said Trustor(s):

You are required to vacate and surrender possession of the Premises, or the portion in which you reside, to IMB REO LLC through ROSALIE MARTINONO, its agent, who can be reached at 707-291-5057 from 9:00 a.m. to 5:00 p.m. on all business days, unless you provide evidence to the undersigned law firm that you are a bona fide tenant pursuant to Section 702(a)(2)(A) of the federal "Protecting Tenants at Foreclosure Act of 2009" ("PTFA") or are protected by Section 703 of the PTFA. Please see Page 2 Addendum of this Notice for instructions on how to deliver this evidence.

If within the applicable period as set forth above, EITHER if you fail to surrender possession OR if you fail to provide evidence that you are a bona fide tenant pursuant to Section 702(a)(2)(A) of the PTFA or are protected by Section 703 of the PTFA, IMB REO LLC will commence eviction proceedings against you to recover possession of the Premises and for damages caused by your unlawful detention of the Premises.

**PARA ASISTENCIA EN ESPANOL LLAME AL 949.854.2244, EXT. 261.**

**(NOTICE HAS A SECOND PAGE)**




UNLESS CONTACT IS MADE AND ACCEPTABLE EVIDENCE TO SHOW A LEGITIMATE TENANCY IS PRODUCED WITHIN THREE (3) DAYS OF THE SERVICE OF THIS NOTICE, THE EVICTION ACTION WILL BE COMMENCED AGAINST THE ABOVE NAMED FORMER OWNER(S) BASED ON THE THREE (3) DAY PORTION OF THIS NOTICE.

This Notice is given pursuant to the provisions of the PTFA and Code of Civil Procedure §§ 1161, 1161a and 1161b, and if applicable, includes the 60 day Notice required by CCP 1161b within the above 90 day Notice period.

This notice also constitutes a notice of non-renewal of any lease applicable to the Premises.

Dated: December 4, 2009

Robert J. Jackson & Associates, Inc.  
  
AMY E. STARRETT  
Attorney for JMB REO LLC  
OWCA6608

#### TENANT INFORMATION

IF YOU ARE A TENANT of the prior owner, you must provide the following documents:

- A copy of your lease
- A return phone number and hours to reach you
- The receipt for the last six (6) payments made to the landlord for the residence

by mail, fax, or in person to:

Robert J. Jackson & Associates, Inc.  
Tenant Occupied Properties Department  
4199 Campus Drive, Suite 700  
Irvine, CA 92612

Fax: 949.892.1336

For any questions, please call 949.854.2244, Ext. 208

PARA ASISTENCIA EN ESPANOL LLAME AL 949.854.2244, EXT. 261.

**DISCLAIMER:**

This Notice is an attempt to collect a debt and any information obtained from you will be used for that purpose. If you notify Robert J. Jackson and Associates, Inc. ("RJJ") at 4199 Campus Drive, Suite 700, Irvine, CA 92612, in writing, within thirty days, that you wish to be provided the name and address of the original creditor if different from the current creditor or that the debt is disputed, RJJ will obtain the requested information and a copy will be mailed to you. Unless you make these requests within thirty days of the date of this Notice the debt will be deemed valid.

**CAUTION:** Your thirty day rights set forth in this disclaimer do not extend your right to pay or vacate set forth in the Notice, AND, the Notice to pay or vacate does not shorten or otherwise affect your thirty day rights set out in this disclaimer.

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name and Address) <b>Jackson &amp; Associates</b> 4199 Campus Dr Ste 700  Irvine CA 92612		TELEPHONE NO (949) 854-2244	FOR COURT USE ONLY	
ATTORNEY FOR (Name)				
Insert of Court Name of Judicial District and Branch Court if any				
SHORT TITLE OF CASE				
1834671	(HEARING) Date	Time	Dept	Case Number
				REFERENCE NO OWCA6608

PROOF OF SERVICE

AT THE TIME OF SERVICE I WAS AT LEAST 18 YEARS OF AGE AND NOT A PARTY TO THIS ACTION, AND I SERVED THE:

3/90 DAY NOTICE TO VACATE PROPERTY

BY SERVING SAID NOTICE AS AUTHORIZED BY C.C.P. 1162(2,3)  
TO THE TENANT: ANTHONY MAZUROWSKI

ON: 12/6/2009 TIME OF DELIVERY: 3:40:00 PM

BY POSTING A COPY OF SAID NOTICE IN A CONSPICUOUS PLACE ON THE PROPERTY THEREIN DESCRIBED, THERE BEING NO PERSON OF SUITABLE AGE OR DISCRETION TO BE FOUND AT ANY KNOWN PLACE OF RESIDENCE OR BUSINESS OF SAID TENANT; AND MAILING A COPY TO SAID TENANT BY DEPOSITING SAID COPIES IN THE UNITED STATES MAIL IN A SEALED ENVELOPE WITH POSTAGE FULLY PREPAID, ADDRESSED TO THE TENANT AT:

ADDRESS: 117 Montgomery Rd  
Sebastopol

CA

95472

ON 12/6/2009

7a. Person Serving: Jennifer Bazemore

d. The fee for service was \$127.00  
e. I am:

b. DDS Legal Support  
2900 Bristol St  
Costa Mesa, Ca 92626

(1) not a registered California process server:  
(3) X registered California process server:  
(i) Independent Contractor  
(ii) Registration No: 181  
(i) County: MARIN

c. (714) 662-5555

8. I declare under the penalty of perjury under the laws of the State of California that the foregoing is true and correct. Jennifer Bazemore X

12/8/2009

SIGNATURE

PROOF OF SERVICE

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name and Address): Jackson & Associates 4199 Campus Dr Ste 700 Irvine CA 92612		TELEPHONE NO (949) 854-2244	FOR COURT USE ONLY	
ATTORNEY FOR (Name)				
Insert of Court Name of Judicial District and Branch Court if any				
SHORT TITLE OF CASE				
1835977	(HEARING) Date	Time	Dept	Case Number
				REFERENCE NO OWCA8608

PROOF OF SERVICE

AT THE TIME OF SERVICE I WAS AT LEAST 18 YEARS OF AGE AND NOT A PARTY TO THIS ACTION, AND I SERVED THE:

3/90 DAY NOTICE TO VACATE PROPERTY

BY SERVING SAID NOTICE AS AUTHORIZED BY C.C.P. 1162(2,3)  
TO THE TENANT: ALL OCCUPANTS

ON: 12/6/2009 TIME OF DELIVERY: 3:40:00 PM

BY POSTING A COPY OF SAID NOTICE IN A CONSPICUOUS PLACE ON THE PROPERTY THEREIN DESCRIBED, THERE BEING NO PERSON OF SUITABLE AGE OR DISCRETION TO BE FOUND AT ANY KNOWN PLACE OF RESIDENCE OR BUSINESS OF SAID TENANT; AND MAILING A COPY TO SAID TENANT BY DEPOSITING SAID COPIES IN THE UNITED STATES MAIL IN A SEALED ENVELOPE WITH POSTAGE FULLY PREPAID, ADDRESSED TO THE TENANT AT:

ADDRESS: 117 Montgomery Rd  
Sebastopol

CA

95472

ON 12/6/2009

7a. Person Serving: Jennifer Bazemore

d. The fee for service was \$0.00  
e. I am:

b. DDS Legal Support  
2900 Bristol St  
Costa Mesa, Ca 92626

(1) not a registered California process server:  
(3) X registered California process server:  
(i) Independent Contractor  
(i) Registration No: 181  
(i) County: MARIN

c. (714) 662-5555

8. I declare under the penalty of perjury under the laws of the State of California that the foregoing is true and correct. Jennifer Bazemore

X

12/8/2009

SIGNATURE

VERIFICATION

I, DOUG V. PHAM, declare:


1. I am an attorney duly licensed to practice before this court.
2. My office is located in Orange County, CA, and Plaintiff has no officers in said county who have any personal knowledge of this matter.
3. I have read the foregoing Complaint and know the contents thereof. I am informed and believe the matters therein to be true and on that ground allege that the matters stated therein are true.

I declare under penalty of perjury under the laws of the State of California that all of the foregoing is true and correct.

Executed this 16<sup>th</sup> day of December, 2009 at Irvine, California.

  
DOUG V. PHAM

THIS MAY BE AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION  
OBTAINED MAY BE USED FOR THAT PURPOSE. HOWEVER, IF YOU ARE IN  
BANKRUPTCY OR RECEIVED A BANKRUPTCY DISCHARGE, NO ATTEMPT IS BEING  
MADE TO COLLECT A DEBT AND ANY INFORMATION WILL BE OBTAINED FOR  
INFORMATIONAL PURPOSES ONLY.

<b>SONOMA COUNTY SUPERIOR COURT, CIVIL DIVISION</b> 600 Administration Drive, Room 107-J Santa Rosa, California 95403 (707) 521-6500 www.SonomaSuperiorCourt.com	FOR COURT USE ONLY <b>FILED</b> 12/18/2009 Clerk of the Superior Court of California County of Sonoma By  Deputy Clerk
<b>PLAINTIFF(S):</b> IMB REO LLC	
<b>DEFENDANT(S):</b> ANTHONY MAZUROWSKI, Does 1-100	<b>CASE NUMBER:</b>  MCV-207806

### NOTICE PURSUANT TO CODE OF CIVIL PROCEDURE §1161.2(c)

#### TO ALL DEFENDANTS AND ALL OCCUPANTS:

An unlawful detainer complaint (eviction action) has been filed naming ANTHONY MAZUROWSKI, Does 1-100 as defendant(s). The complaint was filed on December 17, 2009.

Access to the court file will be delayed for 60 days from the date of filing except to a party (any one of the persons named above as either PLAINTIFF or DEFENDANT), an attorney for one of the parties, or any other person (such as an occupant not named above) who (1) provides to the clerk the names of at least one plaintiff and one defendant in the action and provides to the clerk the address, including any applicable apartment, unit, or space number, of the subject premises, or (2) provides to the clerk the name of one of the parties in the action or the case number and can establish through proper identification that he or she lives at the subject premises.

Access to the court index, register of actions, or other records by any one other than such persons described in the above paragraph is not permitted until 60 days after the complaint is filed, except pursuant to an ex parte order upon a showing of good cause therefor.

The following telephone numbers may be called for legal services regarding this case:

**California Rural Legal  
Assistance**  
(707) 528-9941

**Fair Housing of Sonoma County**  
(707) 579-5033

**Petaluma People's  
Services Center**  
(Petaluma residents only)  
(707) 765-8488

**Legal Aid of Sonoma County**  
(707) 542-1290

**Sonoma County Bar Association**  
(707) 542-1190

If you would like someone to help you talk to the other party about your dispute, you may call: **RECOURSE MEDIATION SERVICES** at (707) 525-8545 M 1-5

Case # MCV-207806


JOHN C. SAGINAW  
Attorney Bar No. 67385  
Robert J. Jackson & Associates, Inc.  
4199 Campus Drive, Suite 700  
Irvine, California 92612-2698  
(949) 854-2244

Attorney for Plaintiff

Route To Imaging

**FILED**

MAR 16 2010

Clerk of the Superior Court of California  
County of Sonoma  
By   
Deputy Clerk

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF SONOMA – CIVIL DEPARTMENT JUDICIAL DISTRICT

IMB REO LLC,

Plaintiff,

vs.

ANTHONY MAZUROWSKI; et al.

Defendant.

Case No.: MCV207806

**JUDGMENT**

DATE: March 16, 2010

TIME: 8:30 AM

DEPT.: 15

This matter came on regularly for hearing in Department 15 of the above-entitled Court, the Honorable GARY NADLER, (Judge) (~~Glen M. Navis~~) presiding. GLEN M. NAVIS specially appeared for Robert J. Jackson & Associates, Inc., Attorney for Plaintiff, Defendant ANTHONY MAZUROWSKI (appeared) (~~did not appear~~).

The default of All Occupants having been entered, and based upon the pleadings and evidence, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED THAT:

1. Plaintiff IMB REO LLC recover from Defendant ANTHONY MAZUROWSKI, all tenants, subtenants, named claimants, and other occupants the restitution and possession of the property located at 117 MONTGOMERY RD, SEBASTOPOL CA 95472.

Dated: **MAR 16 2010**

  
(JUDGE) (~~COMMISSIONER~~)  
**GARY NADLER**

# NOTICE TO VACATE PROPERTY

TO: ANTHONY MAZUROWSKI &  
All occupants residing at  
117 MONTGOMERY RD  
SEBASTOPOL, CA 95472

NOTICE IS HEREBY GIVEN THAT IMB REO LLC ("IMB REO LLC"), or its predecessor in interest, purchased the property located at 117 MONTGOMERY RD, SEBASTOPOL, CA 95472 (the "Premises") at a foreclosure sale held in accordance with Civil Code § 2924 and pursuant to the power of sale contained in a Deed of Trust recorded on 7/03/2007 as Instrument Number 2007075120 in the Official Records of SONOMA County, and that title to the Premises is duly perfected in IMB REO LLC.

## NOTICE IS FURTHER GIVEN THAT:

1. Within **three (3) days** after service on you of this Notice, if you are the Trustor(s) of the Deed of Trust described above, or a successor in interest to said Trustor(s), or any person who is not a bona fide tenant or subtenant; or,
2. Within **ninety (90) days** after service on you of this Notice, in the event you are a bona fide tenant or a subtenant of the Trustor(s) of the Deed of Trust described above, or a bona fide tenant or a subtenant of a successor in interest to said Trustor(s):

You are required to vacate and surrender possession of the Premises, or the portion in which you reside, to IMB REO LLC through ROSALIE MARTINONO, its agent, who can be reached at 707-291-5057 from 9:00 a.m. to 5:00 p.m. on all business days, unless you provide evidence to the undersigned law firm that you are a bona fide tenant pursuant to Section 702(a)(2)(A) of the federal "Protecting Tenants at Foreclosure Act of 2009" ("PTFA") or are protected by Section 703 of the PTFA. Please see Page 2 Addendum of this Notice for instructions on how to deliver this evidence.

If within the applicable period as set forth above, EITHER if you fail to surrender possession OR if you fail to provide evidence that you are a bona fide tenant pursuant to Section 702(a)(2)(A) of the PTFA or are protected by Section 703 of the PTFA, IMB REO LLC will commence eviction proceedings against you to recover possession of the Premises and for damages caused by your unlawful detention of the Premises.

**PARA ASISTENCIA EN ESPANOL LLAME AL 949.854.2244, EXT. 261.**

**(NOTICE HAS A SECOND PAGE)**



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This Notice is given pursuant to the provisions of the PTFA and Code of Civil Procedure §§ 1161, 1161a and 1161b, and if applicable, includes the 60 day Notice required by CCP 1161b within the above 90 day Notice period.

This notice also constitutes a notice of non-renewal of any lease applicable to the Premises.

Dated: December 4, 2009

Robert J. Jackson & Associates, Inc.

  
AMY E. STARRETT

Attorney for JMB REO LLC  
OWCA6608

#### TENANT INFORMATION

**IF YOU ARE A TENANT** of the prior owner, you must provide the following documents:

- A copy of your lease
- A return phone number and hours to reach you
- The receipt for the last six (6) payments made to the landlord for the residence

by mail, fax, or in person to:

Robert J. Jackson & Associates, Inc.  
Tenant Occupied Properties Department  
4199 Campus Drive, Suite 700  
Irvine, CA 92612

Fax: 949.892.1336

For any questions, please call 949.854.2244, Ext. 208

PARA ASISTENCIA EN ESPANOL LLAME AL 949.854.2244, EXT. 261.

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**CAUTION:** Your thirty day rights set forth in this disclaimer do not extend your right to pay or vacate set forth in the Notice, AND, the Notice to pay or vacate does not shorten or otherwise affect your thirty day rights set out in this disclaimer.

Recording requested by:  
LPS Default Title & Closing

20 When Recorded Mail To:  
NDEx West, L.L.C.  
15000 Surveyor Boulevard, Suite 500  
Addison, Texas 75001-9013



2009014685

OFFICIAL RECORDS OF  
SONOMA COUNTY  
JANICE ATKINSON

GENERAL PUBLIC  
02/20/2009 11:07 NTDF  
RECORDING FEE: 14.00  
PAID

3 PGS



DFF20090159902760

Space above this line for Recorder's use only

Trustee Sale No.: 20090159902760

Title Order No.: 090102526-CA-MSI

**IMPORTANT NOTICE  
NOTICE OF DEFAULT AND ELECTION TO SELL UNDER  
DEED OF TRUST**

**IF YOUR PROPERTY IS IN FORECLOSURE BECAUSE YOU ARE BEHIND IN YOUR PAYMENTS IT MAY BE SOLD WITHOUT ANY COURT ACTION**, and you may have the legal right to bring your account in good standing by paying all of your past due payments plus permitted costs and expenses within the time permitted by law for reinstatement of your account, which is normally five business days prior to the date set for the sale of your property. No sale date may be set until three months from the date this Notice of Default may be recorded (which date of recordation appears on this notice).

This amount is \$46,972.97 as of 2/18/2009 and will increase until your account becomes current. While your property is in foreclosure, you still must pay other obligations (such as insurance and taxes) required by your note and deed of trust or mortgage. If you fail to make future payments on the loan, pay taxes on the property, provide insurance on the property, or pay other obligations as required in the note and deed of trust or mortgage, the beneficiary or mortgagee may insist that you do so in order to reinstate your account in good standing. In addition, the beneficiary or mortgagee may require as a condition of reinstatement that you provide reliable written evidence that you paid all senior liens, property taxes, and hazard insurance premiums.

Upon your written request, the beneficiary or mortgagee will give you a written itemization of the entire amount you must pay. You may not have to pay the entire unpaid portion of your account, even though full payment was demanded, but you must pay all amounts in default at the time payment is made. However, you and your beneficiary or mortgagee may mutually agree in writing prior to the time the notice of sale is posted (which may not be earlier than the three month period stated above) to, among other things, (1) provide additional time in which to cure the default by transfer of the property or otherwise; or (2) establish a schedule of payments in order to cure your default; or both (1) and (2).

Following the expiration of the time period referred to in the first paragraph of this notice, unless the obligation being foreclosed upon or a separate written agreement between you and your creditor permits a longer period, you have only the legal right to stop the sale of your property by paying the entire amount demanded by your creditor.